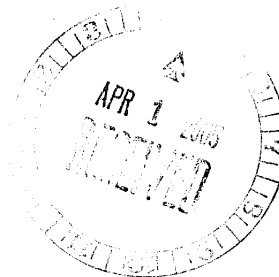


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April 1, 2005

**BY HAND DELIVERY**

The Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, DC 20423-0001

ENTERED  
Office of Proceedings

APR 01 2005

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Public Record

**RE: Groome & Associates, Inc. and Lee K. Groome v. Greenville County Economic  
Development Corporation  
STB Docket No. 42087**

Dear Secretary Williams:

Greenville County Economic Development Corporation hereby submits for the record the original affidavit of Christy A. Hall, a true copy of which was filed with the Board on March 29. By my signature below, I certify that a copy of this submission has been served on counsel for complainants by courier today.

Please feel free to contact me if you have any questions.

Sincerely yours,

David C. Reeves

cc: Richard H. Streeter, Esq.

BEFORE THE  
SURFACE TRANSPORTATION BOARD

STB Docket No. 42087

GROOME & ASSOCIATES, INC., AND LEE K. GROOME  
v.  
GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION

**AFFIDAVIT OF CHRISTY A. HALL, P.E.**



1. My name is Christy A. Hall, P.E. I am an employee of the South Carolina Department of Transportation ("SCDOT").
2. I am the project manager for SCDOT's Woodruff Road widening project in Greenville County, South Carolina.
3. SCDOT's Woodruff Road project required the demolition of a road trestle over Woodruff Road, which was owned by the Greenville Economic Development Corporation ("GCEDC").
4. The purpose of this Affidavit to clarify the record about the agreement between SCDOT and GCEDC regarding the removal and replacement of the trestle.
5. The Greenville Regional Area Transportation Study ("GRATS") is the metropolitan planning organization in the Greenville area. The GRATS Policy Committee and SCDOT work together to manage the overall expenditure of federal funds for the GRATS transportation projects.
6. In approximately 2000, the GRATS Policy Committee recommended the use of \$1,324,000 of federal transportation funds for the removal and replacement of the GCEDC trestle in connection with the Woodruff Road project.
7. In 2004, SCDOT began its negotiations with GCEDC for removal of the trestle. SCDOT's sole interest was in removing the trestle for the purposes of the road-widening project. SCDOT had no interest in replacing the trestle. However, GCEDC did have an interest in replacing the trestle. Ultimately, after extensive negotiations SCDOT agreed to pay \$1,500,000 to GCEDC for the removal of the trestle based upon estimates of the cost to remove and replace the trestle.
8. I drafted the original agreement between SCDOT and GDEDG to memorialize the agreement. My original draft agreement did not include a provision that required GDEDG to use the money to replace the trestle.

9. Andrew J. White, attorney for GCEDC, requested that the agreement include a provision restricting the use of the funds to the replacement of the trestle. After consideration of this restriction, SCDOT agreed, because SCDOT did not want the money to be used for purposes other than what GCEDC had represented it would use the money for, i.e., replacement of the trestle. Additionally, SCDOT wanted to comply with the desire of GRATS as expressed in its 2000 action.

10. The final agreement between GCEDC and SCDOT still is in negotiation. However, when the final terms are agreed upon, SCDOT will require that the \$1,500,000 of SCDOT funds be used by GCEDC for replacement of the Woodruff Road trestle and for no other purpose. Such requirement on the part of SCDOT is non-negotiable.

SWORN TO BEFORE ME

this 28<sup>th</sup> day of March, 2005.



Notary Public for South Carolina

My commission expires: 4/1/07

  
Christy A. Hall